Youngs, supra, and their desire to preserve the integrity of the marriage relation by construing strictly statutes in derogation thereof. See *Barber* v. *Barber, supra.*

GOOD WILL—PROFESSIONAL—TRANSFERRABILITY BY BEQUEST.—The decedent, a well-known Roentgenologist, bequeathed the good will of his business together with his apparatus to his assistant, a physician. The latter opened his office in the same place that the decedent had occupied but under his own name. A transfer tax was levied on the good will. The executors appealed on the ground that no good will survived the decedent. *Held,* no good will passed subject to the transfer tax. *In re Caldwell's Estate* (1919) 176 N. Y. Supp. 425.

The good will of a business firm is a recognized asset. *Thompson* v. *Winnebago Co.* (1878) 48 Iowa 155; *Boon* v. *Moss* (1877) 70 N. Y. 465; but *cf. Chicago Life Ins. Co.* v. *Auditor* (1881) 101 Ill. 82. As such it is transferable both by sale, *Guerand* v. *Dandelet* (1870) 32 Md. 561, and through death, *Graeser's Estate* (1911) 230 Pa. 145, 79 Atl. 242, and is therefore taxable, *In re Vivanti's Estate* (1910) 138 App. Div. 281, 122 N. Y. Supp. 954. The fact that good will exists also in professions is now recognized, and a contract for its sale is valid. *Hoyt* v. *Holly* (1872) 39 Conn. 326; *Maxwell* v. *Sherman* (1911) 172 Ala. 626, 55 So. 520; but *cf. Slack* v. *Suddoth* (1899) 102 Tenn. 375, 52 S. W. 180. The question in the principal case is whether it passed by will to the decedent's assistant. Good will in a business would seem to require the combination of two elements—"continuing an established business in its old place and continuing it under the old style or name." *People ex rel. A. J. Johnson Co.* v. *Roberts* (1899) 159 N. Y. 70, 83, 53 N. E. 685. But professional good will has no local existence; it attaches itself solely to the individual as a result of the public confidence in his skill and ability, *Acme Harvester Co.* v. *Craver* (1903) 110 Ill. Ap. 413, 426, *aff'd.* 209 Ill. 483, 70 N. E. 1047; *Brown* v. *Benzinger* (1912) 118 Md. 29, 37, 84 Atl. 79, although he may bestow a vicarious good will on another by recommending him and refraining from competition. *Hoyt* v. *Holly, supra; Maxwell* v. *Sherman, supra.* In the instant case the deceased did not actively recommend his assistant to his patients, nor did the latter use the name or announce himself as the successor to the deceased, or otherwise connect himself with the person of the testator. Whatever good will the assistant enjoyed was entirely personal to him, and was gained from association with the deceased during his lifetime, and not by virtue of his will. Hence, the decision seems sound on principle although there is no case directly in point. *Cf. Ryman* v. *Kennedy* (1913) 141 Ala. 75, 80 S. E. 551; *Kremelberg* v. *Thompson* (1917) 87 N. J. Eq. 655, 659, 103 Atl. 523.

INJUNCTIONS—BASIS OF JURISDICTION—PROTECTION OF PERSONAL RIGHTS.—The defendant was living in a state of fornication with

the plaintiff's minor daughter. The plaintiff asked an injunction to restrain the defendant from associating with the girl and from communicating with her in any way. *Semble,* the injunction will lie though no property rights are involved. *Stark* v. *Hamilton* (Ga. 1919) 99 S. E. 861.

Starting with the *dicta* in *Gee* v. *Pritchard* (1818) 2 Swanst. *402, it has come to be generally accepted that equity will not act where no property rights are involved. *Hodecker* v. *Stricker* (1896) 39 N. Y. Supp. 515; 1 High, Injunctions (4th ed.) §20b. So, in the absence of statute, the publication of one's photograph, or other similar acts subjecting the plaintiff to mental suffering or loss of reputation only will not be interfered with in equity. *Roberson* v. *Rochester Folding Box Co.* (1902) 171 N. Y. 538, 64 N. E. 442; *Atkinson* v. *Doherty* (1899) 121 Mich. 372, 80 N. W. 285; *Chappell* v. *Stewart* (1896) 82 Md. 323, 33 Atl. 542. This harsh rule, however, has been considerably ameliorated since the courts are astute to find some injury to property, no matter how trivial, as a technical basis for equitable jurisdiction in such cases. *Vanderbilt* v. *Mitchell* (1907) 72 N. J. Eq. 910, 67 Atl. 97. Thus one court in granting damages for using the plaintiff's picture for advertising purposes, argued that if it had value as an advertisement in the hands of the defendant, it would be protected as property, indicating, *obiter,* that an injunction would also lie. *Munden* v. *Harris* (1911) 153 Mo. App. 652, 134 S. W. 1076. As the property basis for jurisdiction grew more and more transparent, one would naturally expect to see it discarded entirely as a useless fiction, and there have been some strong indications by courts that they have done this. *Itzkowitch* v. *Whitaker* (1905) 115 La. 479, 39 So. 499; *Ex parte Warfield* (1899) 40 Tex. Cr. 413, 50 S. W. 933; see *Vanderbilt* v. *Mitchell, supra,* at p. 919. The principal case is certainly in line with modern thought on this subject and, although somewhat guarded in its language, may be said to represent a step forward.

INSURANCE—ACCIDENT INDEMNITY INSURANCE—TRIVIAL MISHAP—DELAY OF NOTICE.—Under an indemnity insurance policy requiring immediate notice in case of accident an employee of the plaintiff insured was injured. The injury of which the plaintiff was aware at the time was apparently of no consequence but became serious three months later, when the plaintiff gave the defendant insurer notice. The plaintiff paid the employee's claim but the defendant refused to indemnify him on the ground that he did not give immediate notice. The jury found that the plaintiff was justified in his belief that the injury was trivial and of no consequence. *Held,* the plaintiff gave sufficient notice. *Melcher* v. *Ocean Accident & Guarantee Corporation* (1919) 226 N. Y. 51, 123 N. E. 81. The same court held the defendant not liable under similar facts where the plaintiff, having notice but failing to make an investigation, did not notify the defendant until ten days after the accident. *Haas Tobacco Co.* v. *American Fidelity Co.* (N. Y. 1919) 123 N. E. 755.